

1
2
3
4
5
6 **UNITED STATES DISTRICT COURT**
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

7 NORTHWEST ADMINISTRATORS, INC.,

8 Plaintiff,

9 v.

10 SWAN'S MOVING & STORAGE CO. INC.,
11 a Washington corporation,

12 Defendant.
13

No.

**COMPLAINT TO COLLECT
TRUST FUNDS PURSUANT TO
AUDIT**

14 I.

15 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the
16 laws of the State of Washington, with its principal place of business in King County, and is
17 the authorized administrative agency for and the assignee of the Western Conference of
18 Teamsters Pension Trust Fund (hereinafter "Trust").
19

20 II.

21 The Western Conference of Teamsters Pension Trust Fund is an unincorporated
22 association operating as a Trust Fund pursuant to Section 302 of the Labor Management
23 Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.
24
25
26

III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the plaintiff trust fund is administered in this District.

V.

Defendant is a Washington corporation.

VI.

Defendant is bound to a collective bargaining agreement with Local 231 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

VII.

Defendant accepted the Plaintiff's Trust Agreement and Declaration and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent and delinquently paid

1 contributions due to the Trust, together with interest accruing upon such delinquent
2 contributions at varying annual rates from the first day of delinquency until fully paid, as well
3 as attorney's fees and costs the Trust incurs in connection with the Defendant's unpaid
4 obligations.

5
6 VIII.

7 Plaintiff conducted an audit of the Defendant's payroll records for the period May 1,
8 2009 through July 31, 2013 regarding amounts owed to the Trust. Defendant failed to fully
9 report all hours for which Defendant paid compensation to its employees represented by the
10 Local during said period and failed to make full payment of Defendant's contributions due to
11 the Trust. Based upon Plaintiff's audit, Defendant is obligated to the Trust for contributions
12 in the amount of \$103,954.45. Defendant is further obligated to the Trust for liquidated
13 damages in the amount of \$20,790.89 for the months of May 1, 2009 through July 31, 2013,
14 as well as interest accruing until paid in full, and all attorney's fees and costs incurred by the
15 Plaintiff in connection with all of Defendant's unpaid obligations.
16

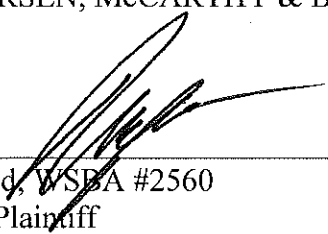
17 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant as
18 follows:

- 19 A. For contributions in the amount of \$103,954.45;
20 B. For liquidated damages in the amount of \$20,790.89;
21 C. For all accrued interest;
22 D. For all attorney's fees and costs incurred by the Trust in connection with
23 Defendant's obligations; and
24
25
26

1 E. For such other and further relief as the Court may deem just and equitable.

2 Respectfully submitted,

3 REID, PEDERSEN, McCARTHY & BALLEW,
4 L.L.P.

5 
6 _____
7 Russell J. Reid, WSEA #2560
8 Attorney for Plaintiff
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26